

## MEMORANDUM OF AGREEMENT

WHEREAS, the County of Saratoga-Saratoga County Sheriff, (herein referred to herein as the "County" or "Employer"), and the Saratoga County Deputy Sheriff's Police Benevolent Association (herein referred to as the "Union") are parties to a Collective Bargaining Agreement that expired on December 31, 2018; and

WHEREAS, the Employer and the Union executed on October 8, 2020, a List of Agreed to Terms to extend the Collective Bargaining Agreement:

WHEREAS, pursuant to the List of Agreed to Terms, the parties agreed to reduce those terms to a formal Memorandum of Agreement (MOA) that fully expands on the terms agreed to. The purpose of the List of Agreed to Terms was to document what the parties agreed to with the full understanding that general concepts agreed to required further definition in this MOA.

WHEREAS, the County and the Union agree as follows:

1. Term of Agreement: 1/1/2019 to 12/31/22.
2. Cost of Living Increase for 2019, 2020, 2021 and 2022: 2.0% increase in wages per year. Retroactive payment for 2019 and up to the date the Board of Supervisors approves of the agreement, should they approve.

Commencing in 2020, each member shall receive 8 hours of personnel time per year or have the option of taking the cash equivalent of 8 hours of personnel time to be paid out on the last pay period of each year. The 8 hours of personal time for 2020 shall not be used or cashed out until 2021.

Investigator on-call pay \$75 per day/\$100 for holidays/\$175 for super holidays (Thanksgiving, Christmas and New Years).

Retroactive payments based on the aforementioned wage increase will be made no later than thirty (30) business days after approval of this agreement by the Saratoga County Board of Supervisors.

Co-pays for all health insurance policies for emergency room care co-pay (hospital visits) shall be \$200 commencing 2021.

- 3.(a) \$900 annual payment for expanded duty beginning in 2020. The \$900 is not included in base pay. The \$900 will be used for purposes of calculating final average salary. Expanded duty pay will be paid for 2020 during the first pay period in December.

A member must be active duty by being capable of working full and strenuous duty capacity on November 1 of each calendar year to qualify. Only members that are on full duty status on November 1 of each year qualify for expanded duty pay. Those members that are on light duty, out due to 207-c, disability or workers' compensation, or extended leave that is without pay shall not

be entitled to expanded duty pay. Those members that leave employment with the County prior to November 1 forfeit expanded duty pay.

3.(b) Sheriff's right to rescind secondary employment in state of emergencies. Side Letter # 4 to the Collective Bargaining Agreement, which expired on December 31, 2018, is hereby rescinded for the below successor agreement.

The parties agree that essential consideration for the payment referenced in ¶3(a), the Side Letter # 4 to the Collective Bargaining Agreement, which expired on December 31, 2018, is hereby rescinded. The Sheriff possess the right to rescind all secondary employment, including law enforcement, without prejudice to the County and Sheriff, should a state of emergency be declared by the federal government, State of New York or County of Saratoga, which directly affects Saratoga County. The Employer shall have the right to approve or deny bargaining unit members' requests for an exception to work in any secondary employment while the state of emergency is in effect. It is within the Employer's discretion to approve or deny such requests so that the mission of the Sheriff's office can be completed without objections and grievances from Union members regarding secondary employment.

Any ban on secondary employment ceases when the state of emergency no longer affects the Saratoga County Sheriff's Office. However, at all times, prior approval must be obtained from the Sheriff for part-time security work. County issued uniforms/equipment shall not be used/worn while an officer is in the employ of any person, organization or agency other than the Saratoga County Sheriff.

The parties further agree that should the Union and the Employer disagree on a particular denial of a Union member's request for secondary employment, or application of the provisions noted above, a labor management meeting will occur upon the request of either party to discuss the matter. If the parties cannot agree then the matter may proceed through the grievance process.

The IP Charge (Charge No. 37522) currently filed against the County pertaining to secondary employment shall be discontinued with prejudice by the Union filing with PERB. All outstanding eight (8) grievances pertaining to secondary employment shall proceed to binding arbitration on damages only. The Union and the County stipulate that there is no admission of fault by the County and there shall be no finding of fault at arbitration. The purpose of arbitration is to resolve the grievances. The parties agree to split equally the cost of arbitration.

The PBA will withdraw with prejudice Improper Practice Charge U-37559 by filing with PERB. In return, the Union Leave Notification Form, attached hereto and incorporated herein, shall be the only form utilized by Union representatives for utilization of the contractually provided Union Leave bank. The PBA shall be limited to a maximum of five (5) individuals on union leave at a given time, except for attendance during contract negotiations sessions or as may be mutually agreed to by the parties herein. When there is a state of emergency or operational emergency, as noted on paragraph 4 below, then union leave can be denied by the Sheriff. However, the union has the right to have one member on union leave during such an emergency.

The Union agrees to withdraw IP Charge No. 37605 with prejudice. In return, the Sheriff will supply the Union President with notice within 30 days of a new hire and access to that new hire within 30 days. The new hire must supply consent to the County for Union dues to be deducted from his pay.

The parties acknowledge that sworn but not certified members of the Saratoga County Sheriff's Office are entitled to union representation but are not entitled to the protections of Article XVII of the Collective Bargaining Agreement or any other provision of the CBA that does not apply to probationary employees.

The Union agrees to withdraw IP Charge No. 37308 relating to Union President filing grievances. The parties agree that prior to filing an individual grievance the member involved in the grievance shall contact his or her supervisor to try to resolve the issue. If the supervisor is the subject of the grievance then the member shall work vertically by meeting with the next level of authority. The notification to a supervisor requesting an informal meeting shall occur within 10 calendar days after the grievance occurs or the grievant becomes aware or should have been aware of the occurrence causing the basis for the grievance. An informal meeting shall be conducted as soon as practicable but no later than 10 calendar days from the notification. A union representative may be present at the informal meeting only upon request of the individual grievant. No union time will be charged for the first hour of the meeting. After the first hour, union time will be charged.

If the issue is not resolved, the individual member or Union President filing on behalf of the member can file a grievance within 15 calendar days after the meeting occurs. A second meeting between the supervisor and grievant after the grievance is filed is no longer required. The Union President or individual member must identify in the grievance the name of the member involved in the grievance, and detail the facts and occurrences that comprise the basis for the grievance. If the member does not agree to his or her name and the facts and occurrences comprising the grievance being included in the grievance then that member waives the right to seek and obtain an award at arbitration or any other proceeding or action against the County. All other time lines and procedures for the grievance process set out in Appendix B of the CBA remain in effect other than the modifications made above.

An individual grievance shall mean a member asserts that he or she sustained harm from an alleged decision, act, or policy change or contractual interpretation made by management that warrants monetary or equitable relief supplied only to that member by the County for harm allegedly caused by the County.

The Union President has the right to file a policy grievance on behalf of the Union members. A policy grievance shall mean a grievance wherein the PBA is the Grievant collectively due to an alleged decision, act, or policy change or contractual interpretation by management that affects the Union or its members. The County retains the right to investigate policy grievances in the same manner it would investigate an individual grievance.

All other provisions of the grievance process remain the same. Except, the parties agree that arbitration called for in the grievance procedure shall be changed from non-binding to binding. Calendar days shall apply for all time provisions in the grievance process.

4. Managements rights clause. The parties further agree that additional essential consideration for the payment referenced in ¶3(a) above is for the below:

Article XI, Section 1, of the CBA that expired on December 31, 2018, shall remain in full effect with the following addition: The Sheriff reserves the right to make any and all schedule changes necessary to maintain the operation of the agency during states of emergency or an operational emergency. A state of emergency for purposes of ¶4 means an emergency declared by the federal government or State of New York that affects the Saratoga County Sheriff's Office, County of Saratoga or a municipality within the County of Saratoga requiring assistance from the Sheriff's Office.

Operational emergency means anytime that for unforeseen reasons, the staffing needs of the agency exceed the scheduled resources available and there is insufficient time to supply advance notice. By way of example, but by no means to be interpreted as a limitation, a weather event that may not rise to the level of a state of emergency (flood; fire; snowstorm with expected accumulations over 4 inches; blizzard; significant rain event impacting infrastructure, life or property; hurricane and/or wind storm event; tornado; landslide; etc.), or actual or the potential for public disorder such as public disturbances, strikes, protests, riots, looting, etc.

Unless modified by this Memorandum of Agreement, all other sections of Article XI remain in effect and unchanged.

5. The Union agrees to withdraw with prejudice IP Charge No. U37560. This agreement resolves any and all issues between the County and the Union over time and a half pay that is the subject of the IP Charge (Charge No. 37560).

The Union agrees to withdraw with prejudice IP Charge No. U37449 by filing with PERB. The Union agrees that it will not file an IP charge with PERB, a grievance, an action or proceeding premised upon the Saratoga County Sheriff's office issuing on November 3, 2020, bid sheets.

In addition, Article V of the CBA shall be amended as follows by deleting the following: All positions shall be open for bid annually for fixed shifts and days off by seniority. That section shall now be replaced with: Except as exempted below, fixed shifts and days off by seniority shall be open for bid annually. The following shall be included in bidding – civil, family court and sex offender registry.

The Sheriff reserves the right to withhold job assignments from bidding for up to 10% of the union membership at his discretion. All remaining job assignments will be subject to bidding. The Sheriff will supply the list to the Union fourteen (14) days before bidding and no later than November 1. Bidding to commence no later than November 15.

The Union agrees to withdraw with prejudice IP Charge No. 37450. The County agrees that the SROs will be assigned to the day shift when school is not in session. SROs will be assigned to work the Saratoga County fair on shifts to be determined by the Sheriff. When school is not in session, the Sheriff will determine the SRO's assignment.

6. Union leave bank increased from 40 to 55 days.


7. All injury claims must be reported in compliance with current Saratoga County policy. County shall train and publish instructions to all PBA members regarding the proper use and implementation of the current policy.

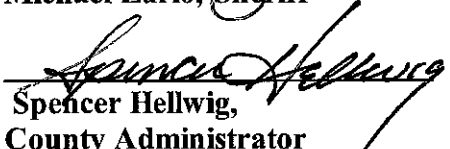
8. All other terms set forth in the Collective Bargaining Agreement that expired on December 31, 2018, shall remain in full force and effect except those specifically altered by the terms of the List of Agreed to Terms and this MOA, including but not limited to the term of the Collective Bargaining Agreement. The List of Agreed to Terms and this MOA will supersede should there be a conflict with any terms in the Collective Bargaining Agreement. This MOA supersedes should there be a conflict with any terms in the List of Agreed to Terms.

9. The Employer and the Union agree to withdraw any prior written proposals for terms and conditions of employment for the term January 1, 2019 through December 31, 2022 previously submitted or exchanged without prejudice to renewing such proposals for any bargaining negotiations for a new or successor Collective Bargaining Agreement. All proposals or issues between the parties not addressed herein or otherwise agreed to shall be deemed withdrawn with prejudice.

10. The Union Bargaining Members shall utilize its best efforts to secure ratification of this agreement by members of the bargaining unit. Following successful ratification by the bargaining unit, the County will utilize its best efforts to secure legislative approval of this agreement. This agreement is subject to approval of the Saratoga County Board of Supervisors and the Union members. The County Bargaining Team will present this agreement to the Saratoga County Board of Supervisors for a vote on approval immediately after receiving notice from the Union that the Union members of the bargaining unit have ratified the agreement and will use their best efforts to have the Board of Supervisors vote within twenty five business (25) days after notice of Union ratification. All members of each bargaining team agree to recommend passage of the above terms.

 11/5/20  
Ryan Mahan, Union President

 11-5-20  
Michael Zurlo, Sheriff

 11/5/20  
Spencer Hellwig,  
County Administrator